

1 ETHAN JACOBS LAW CORPORATION  
2 Ethan Jacobs (SBN 291838)  
3 ethan@ejacobslaw.com  
4 100 Pine Street, Suite 1250  
5 San Francisco, CA 94111  
6 Telephone: (415) 275-0845

7 SLATER LEGAL PLLC  
8 James M. Slater (admitted *pro hac vice*)  
9 james@slater.legal  
10 2296 Henderson Mill Rd. NE #116  
11 Atlanta, GA 30345  
12 Telephone: (404) 458-7283

13 *Attorneys for Plaintiff*  
14 *Miriam Goldberg*

15 UNITED STATES DISTRICT COURT  
16 FOR THE NORTHERN DISTRICT OF CALIFORNIA

17 Miriam Goldberg,	)	Case No.: 3:24-cv-4525
18	)	
19 Plaintiff,	)	<b>THIRD JOINT STIPULATION AND</b>
20	)	<b>[PROPOSED] ORDER TO ENLARGE</b>
21 v.	)	<b>DEADLINE TO COMPLETE</b>
22 TeachBK, Inc., <i>et al.</i> ,	)	<b>MEDIATION</b>
23	)	
24 Defendants.	)	
25	)	
26	)	
27	)	
28	)	

29 Plaintiff Miriam Goldberg and Defendants Ilya Kiselev, and Andrey Burtsev  
30 (collectively, "Defendants") hereby agree and stipulate as follows:

31 The Court referred this case to mediation on February 28, 2025. [ECF No. 47]. Pursuant  
32 to the ADR Local Rule 6.4(c), mediation was to be completed by May 29, 2025. Prior to that  
33 deadline, on April 24, 2025, counsel for Defendants moved to withdraw from this case. [ECF  
34 No. 50]. Because of that fact, the parties stipulated to enlarge the deadline to complete  
35 mediation through July 31, 2025, which the Court adopted. [ECF Nos. 52 & 53]. Defendants

1 are now proceeding pro se. [ECF No. 54]. Because of pending discovery matters, the parties  
2 again jointly stipulated to enlarge the deadline to complete mediation through October 29,  
3 2025, which the Court adopted. [ECF Nos. 58 & 60]. In the interim, the parties attended a  
4 conference with the mediator, during which time it became clear that Defendants would require  
5 an interpreter to conduct mediation. The parties delayed mediation on this basis and had  
6 tentatively scheduled mediation for October 21, but mediation did not occur on this date due to  
7 a misunderstanding. Instead, the mediator held a status conference on October 21 during which  
8 time the parties agreed to reset mediation for December 8, 2025. The parties and mediator  
9 could not convene sooner due to the parties' and mediator's respective schedules and an  
10 upcoming trial.

11 Accordingly, the parties stipulate and jointly request that the Court enlarge the deadline  
12 to complete mediation through December 15, 2025.

13 IT IS SO STIPULATED.

14 Dated: October 21, 2025

Respectfully submitted,

15 SLATER LEGAL PLLC

16 By: /s/ James M. Slater

James M. Slater (admitted *pro hac vice*)

17  
18 *Attorney for Plaintiff Miriam Goldberg*

19 /s/ Andrey Burtsev (w/ express permission)

20 Andrey Burtsev, Defendant

21 /s/ Ilya Kiselev (w/ express permission)

22 Ilya Kiselev, Defendant

**ATTESTATION OF CONCURRENCE**

I, James M. Slater, am the ECF User whose ID and password are being used to file this  
**JOINT STIPULATION.** I attest that, pursuant to United States District Court, Northern  
District of California L.R. 5-1(i)(3), concurrence in the filing of this document has been  
obtained from Defendants. I declare under penalty of perjury that the foregoing is true and  
correct.

Dated: October 21, 2025

SLATER LEGAL PLLC

By: /s/ James M. Slater  
James M. Slater (admitted *pro hac vice*)

**[PROPOSED] ORDER**

Pursuant to the parties' stipulation, and good cause appearing, the Court ORDERS that  
mediation must be completed no later than December 15, 2025.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE LISA J. CISNEROS  
UNITED STATES MAGISTRATE JUDGE